

FILED
CLERKS OFFICE
UNITED STATES DISTRICT COURT
for the
DISTRICT OF MASSACHUSETTS

2005 JAN 28 P 2:23

AMERICAN INSTITUTE OF PHYSICS,)
ELSEVIER, INC.,)
WILEY PERIODICALS, INC., and)
WILEY-LISS, INC.,)
)
Plaintiffs,)
)
v.)
)
ASIAN BOOKS PRIVATE LIMITED,)
KIRAN AGARWAL,)
RAGINI AGARWAL,)
GERALDINE BUNKER,)
VANITA BUNKER,)
DIAMOND & GOLD OUTLET, INC.,)
BUNTY GIDWANI,)
RESHMA GIDWANI,)
CHITRA JAGASIA,)
DILIP JAGASIA,)
HARISH JAGASIA,)
KAMAL JAGASIA,)
RAMESH JAGASIA,)
SHEELA JAGASIA, and)
YOGESH JAGASIA,)
)
Defendants.)
)

U.S. DISTRICT COURT
DISTRICT OF MASS.

05 CV 10178 NMG

Civil Action No. _____

RECEIPT # _____
 AMOUNT \$ 150.00
 SUMMONS ISSUED 15
 LOCAL RULE 4.1 _____
 WAIVER FORM _____
 MCF ISSUED _____
 BY DPTY. CLK. P.M.
 DATE 1/28/05

MAGISTRATE JUDGE JIA

COMPLAINT

This is an action for fraud, misrepresentation, breach of contract, conversion, conspiracy, and violation of the Racketeer Influenced and Corrupt Organizations Act (“RICO”). Plaintiffs complain of Defendants as follows:

Parties

1. Plaintiff American Institute of Physics (“AIP”) is a nonprofit corporation organized and existing under the laws of New York and having its principal place of business at One Physics Ellipse, College Park, MD, 20740. It is a learned society engaged in, among other activities that serve the public, publishing scholarly books and journals in the field of physics, including but not limited to the journals that are the subject of this action. Its Publishing Center is located at 2 Huntington Quadrangle, Suite 1NO1, Melville, NY 11747.

2. Plaintiff Elsevier, Inc. (“Elsevier”) is a business corporation organized and existing under the laws of New York, and having a place of business 30 Corporate Drive, Suite 400, Burlington, MA 01803. It is engaged in the business of publishing scholarly books and journals in many fields of science and social science, including but not limited to the journals that are the subject of this action.

3. Plaintiff Wiley Periodicals, Inc., a subsidiary of New York corporation John Wiley & Sons, Inc., is a business corporation organized and existing under the laws of Delaware and having its principal place of business at 111 River Street, Hoboken, NJ 07030. It is engaged in the business of publishing journals in many fields, including but not limited to the journals that are the subject of this action.

4. Plaintiff Wiley-Liss, Inc., a subsidiary of New York corporation John Wiley & Sons, Inc., is a business corporation organized and existing under the laws of Delaware and having its principal place of business at 111 River Street, Hoboken, NJ 07030. It is engaged in the publication of books and journals in various scientific fields, including but not limited to the journals that are the subject of this action.

5. Plaintiffs Wiley Periodicals, Inc. and Wiley-Liss, Inc. are collectively referred to hereafter as "Wiley."

6. Defendant Asian Books Private Limited ("Asian Books") is, according to Plaintiffs' information and belief, an Indian corporation having its principal place of business at 7/28 Mahavir Lane, Ansari Road, Daryaganj, New Delhi, India. Although Asian Books' website refers to its "associate company in the USA" the plaintiffs have been unable to determine the identity of this company to date. Asian Books operates a partially lawful business in India as an importer, publisher and distributor of books, journals, and other materials, and as a so-called "subscription agency" that handles journal subscriptions for institutions. However, on the basis of the information set forth below, plaintiffs believe that Asian Books also operates an unlawful business based on fraudulently obtained property belonging to Plaintiffs.

7. Defendant Kiran Agarwal is, according to Plaintiffs' information and belief, a resident of Texas and a relative of defendant Ragini Agarwal. Plaintiffs are currently unable to determine his home address. However, he has placed subscription orders using the following address: No. 153, 2470 S. Dairy Ashford Street, Houston TX 77077.

8. Defendant Ragini Agarwal is, according to Plaintiffs' information and belief, a resident of Massachusetts, with a current address at 135 East Main Street, Apartment C4, Westborough, MA 01591.

9. Defendant Geraldine Bunker is, according to Plaintiffs' information and belief, a resident of Texas with an address at 7111 Greenyard Drive, Houston, TX 77086.

10. Defendant Vanita Bunker is, according to Plaintiffs' information and belief, a relative of defendant Geraldine Bunker and resident of Texas, with an address at 7111

Greenyard Drive, Houston, TX 77086, unless such name is a pseudonym for defendant Geraldine Bunker.

11. Defendant Diamond & Gold Outlet, Inc., is, according to Plaintiffs' information and belief, a business corporation organized and existing under the laws of Florida and having its principal place of business at 411 Green Street, Key West, FL 33040. It is engaged in the jewelry business; however, its business address has been used by defendants to place orders for the subscriptions that are the subject of this action. Its agent for service of process is Spiegel & Utrera, P.A. of 1840 SW 22nd Street, 4th Floor, Miami, FL 33145.

12. Defendant Bunty Gidwani is, according to Plaintiffs' information and belief, a relative of defendant Reshma Gidwani, unless such name is a pseudonym for defendant Reshma Gidwani. Plaintiffs are currently unable to determine a home address for Bunty Gidwani. However, subscription orders have been placed in her name using the following two addresses: P.O. Box 5940, Miami, Florida 33283 and Action Court, Unit 1, Ashford Middlesex TW15 1XS Great Britain.

13. Defendant Reshma Gidwani is, according to Plaintiffs' information and belief, a resident of Florida with an address at 3700 Pearlman Terrace, Key West FL 33040.

14. Defendant Chitra Jagasia is, according to Plaintiffs' information and belief, a resident of Florida with an address at 3314 Northside Drive, Apartment 14, Key West, FL 33040 and an owner and officer of defendant Diamond & Gold Outlet, Inc. with a business address at 411 Greene Street, Key West FL 33040.

15. Defendant Dilip Jagasia is, according to Plaintiffs' information and belief, a resident of Florida with an address at 909 17th Terrace, Key West, FL 33040 and a business address at 304 Front Street, Key West FL 33040.

16. Defendant Harish Jagasia is, according to Plaintiffs' information and belief, a resident of Florida with an address at 9501 SW 147th Street, Miami, FL 33176 and a business address at 2200 Northwest 102nd Avenue, Miami FL 33172.

17. Defendant Kamal Jagasia is, according to Plaintiffs' information and belief, a resident of Florida with an address at 1003 18th Street, Key West FL 33040, an owner and officer of defendant Diamond & Gold Outlet, Inc., and an owner and managing director of defendant Asian Books.

18. Defendant Ramesh Jagasia (a/k/a "Ramish Jagasia") is, according to Plaintiffs' information and belief, a resident of Florida with an address at 3701 Pearlman Terrace, Key West FL 33040.

19. Defendant Sheela Jagasia is, according to Plaintiffs' information and belief, a resident of Florida with an address at 1003 18th Street, Key West FL 33040 and an owner and officer of defendant Diamond & Gold Outlet, Inc.

20. Defendant Yogesh Jagasia is, according to Plaintiffs' information and belief, a resident of Florida with an address at 2810 34th Street SW, Gainesville, FL 32608.

21. Defendants Kiran and Ragini Agarwal, Geraldine and Vanita Bunker, Bunty and Reshma Gidwani, Chitra Jagasia, Dilip Jagasia, Harish Jagasia, Kamal Jagasia, Ramesh Jagasia, Sheela Jagasia and Yogesh Jagasia are, according to Plaintiffs' information and belief, members of an extended family all participating in an elaborate scheme for fraudulently obtaining and dealing with property belonging to Plaintiffs, as

set forth below in detail. They are sometimes collectively referred to hereafter as the "Jagasiyas."

Jurisdiction and Venue

22. This Court has jurisdiction over this Complaint under 18 U.S.C. §1964(c), governing jurisdiction of RICO claims, and pendant jurisdiction over the remaining claims raised herein as they are based on the same nucleus of operative facts.

23. This Court has jurisdiction over defendant Agarwal because he resides in this District. This court has jurisdiction over the remaining Defendants under 18 U.S.C. §1965(d), RICO's nationwide service of process provision.

24. Venue is appropriate in this Court under 18 U.S.C. §1965, the statute governing venue for RICO claims. One of the defendants engaged in the conspiracy is a citizen of Massachusetts, one of the plaintiffs injured by such conspiracy (namely, Elsevier) is headquartered in Massachusetts, and the non-Massachusetts defendants are scattered over three other districts, namely the Southern District of Texas and the Northern and Southern Districts of Florida.

Facts

25. Plaintiff AIP publishes more than ten journals, covering many aspects of the field of physics. Plaintiff AIP also administers subscriptions for several other societies that publish journals in physics and related fields.

26. Plaintiff Elsevier, together with its affiliated companies in Europe, publishes thousands of scholarly journals in the English language alone, all of them in the sciences and social sciences.

27. Plaintiff Wiley, together with its affiliated companies, publishes each year hundreds of scholarly journals in a number of fields, including but not limited to chemistry, physics, business, and certain social sciences.

28. The various journals published by Plaintiffs are sometimes referred to collectively hereinafter as the "Plaintiffs' Journals."

29. All of Plaintiffs' Journals are edited by noted scholars in their respective fields. The content of Plaintiffs' Journals consists primarily of peer-reviewed articles in those fields. Each article is written by one or more scholars, often on the basis of original research.

30. Plaintiffs sell their journals through various means, including subscriptions whose rates vary depending on the type of subscriber. Plaintiffs price their journals for sale to institutions, and rely on institutional sales for the income to make their journals economically feasible. They offer subscriptions to individuals at prices deeply discounted from the standard price, often as an accommodation to members of the scholarly societies that sponsor the journals.

31. Each Plaintiff sells subscriptions directly to individuals and institutions, and also sells subscriptions to subscription agencies. Subscription agencies such as defendant Asian Books act as intermediaries between libraries and other institutions, who are their customers, and the publishers of periodicals such as Plaintiffs' Journals. They can perform a valued role by removing from their customers the burden of extensive paperwork, while at the same time making payment and billing easier for publishers. Both publishers and subscribers trust subscription agencies to be honest intermediaries

and not to abuse their position. Plaintiffs rely on those who place subscription orders to identify truthfully the type of subscription based on their status as an individual or entity.

32. All plaintiffs make clear on their pricing information that certain prices are for individuals only and other prices for institutions.

33. In addition, member subscriptions for AIP's print journals explicitly state that they are for personal use only. The letter sent to subscribers renewing at member rates states "Print and online subscriptions at reduced member rates are for personal use only. These subscriptions are not intended for release to libraries, reading rooms, or for any other institutional purpose. By returning your invoice along with payment you are acknowledging this principle and your agreement to comply."

34. Elsevier's agreement with each of its print subscribers specifically prohibits transfer of the subscription. Resale or transfer of electronic subscriptions is similarly prohibited by Elsevier's Terms and Conditions of use.

35. The revenue from publication and reproduction of Plaintiffs' Journals, including especially the revenue from journal subscriptions, is a significant portion of AIP's, Elsevier's, and Wiley's annual revenues and therefore critical to their financial health.

36. Plaintiffs risk serious financial injury if they are not paid correctly for subscriptions. A substantial decline in their journal income could cause Plaintiffs to cease publication of one or more journals, and failure to receive income to which they are entitled cramps their ability to increase the amount of information they publish. This would have an adverse impact on the scholarly community and on scientific progress, by making it more difficult to publish worthwhile scientific research.

37. Defendants have been engaged in a fraudulent scheme of substantial dimensions. Using various identities, most of them false, and various addresses in several states, many also false, they have been ordering and acquiring subscriptions to Plaintiffs' Journals at individual rates, using the U.S. Postal Service and/or communications transmitted by wire. To give just one example, defendants have procured subscriptions in the name of "Kenny Jay" for certain of plaintiffs' journals at four different addresses in Florida, as follows:

Asian Case Research Journal	Kenny Jay	PO Box 5940	Miami, FL 33283
Applied Stochastic Models in Business and Industry	Kenny Jay	PO Box 5940	Miami, FL 33283
Asian Pacific Journal Management	Kenny Jay	PO Box 5940	Miami, FL 33283
Molecular Reproduction & Development	Kenny Jay	PO Box 5940	Miami, FL 33283
Journal of Graph Theory	Kenny Jay	PO Box 5940	Miami, FL 33283
Chemical Engineering & Technology	Kenny Jay	PO Box 5940	Miami, FL 33283
Software: Practice and Experience	Harry Jagasia ¹ (credit card in the name of Kenny Jay)	411 Greene Street	Keywest, FL 33040
System Dynamics Review	Harry Jagasia (credit card in the name of Kenny Jay)	411 Greene Street	Keywest, FL 33040
Powder Diffraction	Kenny Jay	14629 SW 104th St Apt 346 PMB	Miami, FL 33186-0000
Journal of Physical Condensed Matter	Kenny Jay	14629 SW 104th St Apt 346 PMB	Miami, FL 33186-0000
Public Understanding Science	Kenny Jay	14629 SW 104th St Apt 346 PMB	Miami, FL 33186-0000
Journal of the American College of Cardiology	Kenny Jay	P.O. Box 831327	Miami, FL 33283

¹ "Harry Jagasia" is believed to be a pseudonym for defendant Harish Jagasia.

“Kenny Jay” shares one of those addresses, P.O. Box 5940, Miami, FL, with four other subscribers: Sharon Jackson, Ken Jacyea (a name that is probably a variation on “Kenny Jay”), defendant Bunty Gidwani, and defendant Reshma Gidwani. The 411 Greene Street address is the business address of defendant Diamond & Gold Outlet, Inc. Variations of the name “Kenny Jay” have been used to order additional subscriptions: “Kenny Jaya,” “Kene Jay,” “Ken Jay,” “Ken Jat,” and “Ken Jaycea.” One of the four addresses for “Kenny Jay” – 14629 South West 104 St., PMB 346, Miami, FL – is a post office box leased by In Style International, Inc., an inactive Florida corporation whose principal was defendant Ramesh Jagasia.

38. Plaintiffs are informed and believe that there is no actual individual named Kenny Jay (or any variant thereof). Rather, the name is almost certainly a pseudonym derived from the initials ‘KJ’ – which happen to be the initials of defendant Kamal Jagasia, owner of one of the addresses used for these subscriptions.

39. The credit cards used for Kenny Jay’s subscriptions are also used for subscriptions in the names of Sharon Jackson, Ken Jat c/o Vicky Frandon, Rose, Sheron Sood, Victor Mani, Reshma Gidwani, Romi Jsisism, Harry Jagasia, Sharon Jay and Kenny Jaya. Likewise, defendant Ragini Agarwal’s subscriptions are paid for by the same credit card as defendant Reshma Gidwani’s subscriptions.

40. Clearly, there can be no legitimate purpose for subscriptions obtained in the manner described above. The only rational inference is that these subscriptions have been ordered for illicit purposes. Based on experience, plaintiffs believe that these subscriptions have been ordered at the deeply discounted personal subscription price, and

resold to institutions outside the United States at Plaintiffs' listed institutional rates or some substantial fraction thereof.

41. Plaintiffs have suffered significant harm from such conduct. The difference between the rate that Defendants pay for these bogus subscriptions, and the price at which they resell such subscriptions to their customers, diverts to defendants substantial revenues that should belong to plaintiffs. The amount of revenue thus diverted remains to be determined, but is believed to exceed \$145,000 dollars.

42. Plaintiffs believe that some or all of these subscriptions have been ordered for the additional purpose of serving as masters for unauthorized reproduction and resale outside the United States. Plaintiffs expect to amend this Complaint accordingly once they have had the opportunity to question defendants and examine their records.

43. Plaintiffs are informed and believe that defendant Asian Books is the likely vehicle for carrying out the illicit activity or activities described above. As a subscription agency, Asian Books is ideally positioned to resell journals obtained through fraud, without raising suspicion among customers.

44. Plaintiffs have suffered substantial monetary harm from Defendants' conduct. Plaintiffs will continue to suffer harm if Defendants are permitted to continue their fraudulent activities.

Count 1

Fraud

45. Plaintiffs reallege and incorporate herein by reference paragraphs 25-44 of this Complaint.

46. Defendants falsely, and with intent to defraud the Plaintiffs, purchased individual subscriptions from Plaintiffs using false names and addresses which they implicitly represented to Plaintiffs were the names and addresses of actual individual readers of Plaintiffs' Journals.

47. Those representations were false in fact and known to be false by Defendants at the time they were made, whereas Defendants were using such false subscriber names and addresses solely to obtain copies of Plaintiffs' Journals at low prices which they could then resell at higher, institutional prices, and/or reproduce for sale to third parties.

48. Plaintiffs relied upon the representations of Defendants and were thereby induced to provide journals, unwittingly, to Defendants, which journals (or unauthorized copies thereof) were later resold by Defendants at a profit.

49. By reason of such fraudulent scheme Plaintiffs have suffered economic loss, based on the price differentials described above.

Count 2

Misrepresentation

50. Plaintiffs reallege and incorporate herein by reference paragraphs 25-44 of this Complaint.

51. Defendants made material representations that individual subscriber addresses were valid.

52. Those representations were false and known to be false by the Defendants at the time they were made, whereas Defendants were using such false subscribers to obtain copies of Plaintiffs' Journals at individual subscription rates, which they could then resell at higher, institutional rates, and/or reproduce for sale to third parties.

53. Plaintiffs relied upon the representations of Defendants and were thereby induced to provide journals, unwittingly, to Defendants, which journals (or unauthorized copies thereof) were later resold by Defendants at a profit.

54. By reason of such misrepresentations Plaintiffs have suffered economic loss, based on the price differentials described above.

Count 3

Breach of Contract

55. Plaintiffs reallege and incorporate herein by reference paragraphs 25-44 of this Complaint.

56. AIP's and Elsevier's agreements with subscribers specifically prohibit transfer of such subscriptions. Defendants, by purchasing subscriptions under such agreement and reselling them to institutions, are therefore in breach of such subscriber agreement.

Count 4

Conversion

57. Plaintiffs reallege and incorporate herein by reference paragraphs 25-44 of this Complaint.

58. By obtaining possession of Plaintiffs' Journals fraudulently and unlawfully, Defendants' have converted the property of the Plaintiffs.

59. Plaintiffs have suffered damage as a result of such conversion.

Count 5

Conspiracy

60. Plaintiffs reallege and incorporate herein by reference paragraphs 25-44 of this Complaint.

61. Defendants are two or more persons who specifically intended and agreed to all or parts of the fraudulent course of conduct described of in this Complaint.

62. Defendants each had knowledge of the course of action and each performed various unlawful and overt acts to carry out the objective of the conspiracy, to fraudulently obtain subscriptions and copies of Plaintiffs Journals and resell them.

63. Upon information and belief, Defendants Kamal Jagasia and Reshma Gidwani obtained mailboxes to order fraudulent subscriptions from Plaintiffs.

64. The creation of fraudulent names and addresses to order copies of Plaintiffs' Journals and reselling them was intended to harm Plaintiffs by usurping profits from Journal subscriptions.

65. Plaintiffs have suffered substantial harm from such conspiracy.

Count 6

Racketeer Influenced and Corrupt Organizations Act (RICO)

66. Plaintiffs reallege and incorporate herein by reference paragraphs 25-44 of this Complaint.

67. Defendants are an enterprise, as defined by RICO, a group of individuals associated in fact.

68. Defendants have been engaged in a pattern of racketeering activity, in violation of RICO, 18 U.S.C. §1962, et. seq.

69. The numerous and repetitive instances of fraud described of in this Complaint constitute a pattern.

70. Defendants committed specific predicate acts of fraud which constitute racketeering activity, including but not limited to each instance of mail or wire fraud committed when Defendants placed fraudulent subscription orders for Plaintiffs' Journals.

WHEREFORE Plaintiffs pray that this Honorable Court:

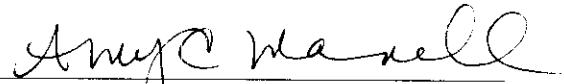
- A. Issue a preliminary order enjoining Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert with them or participation with them, from placing further fraudulent subscription orders for Plaintiffs' Journals during the pendency of this litigation;
- B. Issue an order permanently enjoining Defendants, their officers, agents, servants, employees, and attorneys, and all those in active concert with them or participation with them, from placing further fraudulent subscription orders for Plaintiffs' Journals;
- C. Award Plaintiffs treble damages pursuant to 18 U.S.C. §1964;
- D. Award Plaintiffs an accounting of Defendants' profits from the fraud described of herein;
- E. Award Plaintiffs their reasonable attorneys' fees, costs of suit and interest; and
- F. Award Plaintiffs such other and further relief as the Court deems just and proper.

AMERICAN INSTITUTE OF PHYSICS,
ELSEVIER, INC.,
WILEY PERIODICALS, INC., and
WILEY-LISS, INC.,

Plaintiffs,

By their attorneys,

Dated: January 28, 2005


William S. Strong, Esq., BBO #483520
Amy C. Mainelli, Esq., BBO #657201
KOTIN, CRABTREE & STRONG, LLP
One Bowdoin Square
Boston, MA 02114
(617) 227-7031
(617) 367-2988 (fax)

CIVIL COVER SHEET

JS 44 (Rev. 3/99)

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
AMERICAN INSTITUTE OF PHYSICS, ELSEVIER,
INC., WILEY PERIODICALS, INC., AND
WILEY LISS, INC.

(b) County of Residence of First Listed Plaintiff
(EXCEPT IN U.S. PLAINTIFF CASES)

FILED
DEFENDANTS IN CLERKS OFFICE
ASIAN BOOKS PRIVATE LIMITED, KIRAN AGARWAL,
RAGINI AGARWAL, GERALDINE BUNKER, VANITA
BUNKER, DIAMOND & GOLD OUTLET, INC., BUNTY
GIDWANI, REShma GIDWANI, P.C. 23 JAGASIA, DILIP
JAGASIA, HARISH JAGASIA, KAMAL JAGASIA, RAMESH
County of Residence of First Listed

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND COMPENSATION CASES USE THE LOCATION OF THE
LAND INVOLVED
DISTRICT OF MASS
JAGASIA, SHEELA JAGASIA AND YOGESH JAGASIA

(c) Attorney's (Firm Name, Address, and Telephone Number)
Amy C. Mainelli, Esq.
Kotin, Crabtree & Strong, LLP
One Bowdoin Square
Boston, MA 02114 617-227-0305

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)
 2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Citizen of This State	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 1	DEF	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	DEF	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input checked="" type="checkbox"/> 3	DEF	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment, & Enforcement of <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury—Med. Malpractice <input type="checkbox"/> 365 Personal Injury—Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input checked="" type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 1410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determinations/Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/ Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	PROPERTY RIGHTS <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations
			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIW C/DIW W (405(g)) <input type="checkbox"/> 864 SSDI Title XVI <input type="checkbox"/> 865 RS1 (405(g))
			<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	FEDERAL TAXSUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS —Third Party 26 USC 7609

V. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

1 Original Proceeding 2 Removed from State Court 3 Remanded from Appellate Court

Transferred from another district (specify)

4 Reinstated or Reopened 5

6 Multidistrict Litigation 7

Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause.)
Do not cite jurisdictional statutes unless diversity.

Violation of RICO

VII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:
JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE
E

DOCKET NUMBER

SIGNATURE OF ATTORNEY OF RECORD
Amy C. Mainelli

DATE *(-28-05)*

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFF

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

FILED

IN CLERK'S OFFICE

1. Title of case (name of first party on each side only) AMERICAN INSTITUTE OF PHYSICIANS, et al.v. RAGINI AGARWAL, et al.

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

<input type="checkbox"/>	I.	160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.	U.S. DISTRICT COURT DISTRICT OF MASS.
<input type="checkbox"/>	II.	195, 368, 400, 440, 441-444, 540, 550, 555, 625, 710, 720, 730, 740, 790, 791, 820*, 830*, 840*, 850, 890, 892-894, 895, 950.	*Also complete AO 120 or AO 121 for patent, trademark or copyright cases
<input type="checkbox"/>	III.	110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.	
<input checked="" type="checkbox"/>	IV.	220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.	05 10178 NMG
<input type="checkbox"/>	V.	150, 152, 153.	

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this district please indicate the title and number of the first filed case in this court.

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES NO

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC §2403)

YES NO

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES NO

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES NO 7. Do all of the parties in this action, excluding governmental agencies of the united states and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).YES NO A. If yes, in which division do all of the non-governmental parties reside?Eastern Division Central Division Western Division

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division Central Division Western Division

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, submit a separate sheet identifying the motions)

YES NO

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Amy C. Mainelli, Esq.ADDRESS Kotin, Crabtree & Strong, LLP, One Bowdoin Square, Boston, MA 02114TELEPHONE NO. 617-227-7031

FILED
 UNITED STATES DISTRICT COURT
 for the
 DISTRICT OF MASSACHUSETTS 2:23

AMERICAN INSTITUTE OF PHYSICS,)	U.S. DISTRICT COURT DISTRICT OF MASS.
ELSEVIER, INC.,)	
WILEY PERIODICALS, INC., and)	
WILEY-LISS, INC.,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. _____
)	
ASIAN BOOKS PRIVATE LIMITED,)	
KIRAN AGARWAL,)	
RAGINI AGARWAL,)	
GERALDINE BUNKER,)	
VANITA BUNKER,)	
DIAMOND & GOLD OUTLET, INC.,)	
BUNTY GIDWANI,)	
RESHMA GIDWANI,)	
CHITRA JAGASIA,)	
DILIP JAGASIA,)	
HARISH JAGASIA,)	
KAMAL JAGASIA,)	
RAMESH JAGASIA,)	
SHEELA JAGASIA, and)	
YOGESH JAGASIA,)	
)	
Defendants.)	
)	

05 CV 10178 NMG

AFFIDAVIT OF ROY KAUFMAN

I, Roy Kaufman, Legal Director for John Wiley & Sons, Inc., a company incorporated in New York and parent company of Plaintiffs Wiley Periodicals, Inc. and Wiley-Liss, Inc., both Delaware corporations (collectively "Wiley"), both having their principal place of business at 111 River Street, Hoboken, New Jersey 07030, hereby under oath declare as follows:

1. Wiley is a global publisher of print and electronic products, specializing in scientific, technical, and medical books and journals; professional and consumer books and subscription services; and textbooks and other educational materials for undergraduate and graduate students as well as lifelong learners. Wiley has approximately 22,700 active titles and about 400 journals, and publishes about 2000 new titles in a variety of print and electronic formats each year.

2. I have been a member of the Wiley legal department since 1995 and am the primary attorney for the two Wiley subsidiaries that are the Plaintiffs in this action. I am admitted to practice law in the State of New York.

3. Part of my role is to oversee legal matters regarding copyrights, licensing, and distribution of Wiley journals.

4. Wiley sells subscriptions directly to individuals and institutions, and through subscription agencies. Subscription agencies act on behalf of subscribers, primarily libraries and other large institutions, in arranging for large numbers of subscriptions to various journals, and handling billing and administrative paperwork. For this they receive a portion of the subscription fee.

5. Subscription rates vary depending on the type of subscriber. The categories of Wiley subscribers are institutional full rate subscriptions, individual subscriptions, and members of learned societies. In general, individual and member rates are substantially lower than institutional rates for such subscriptions.

6. The reason for differences in rates is that Wiley considers an institutional subscription to be the proper rate, based upon the nature of the product. Its journals contain high end scholarly research papers whose primary market is academic libraries

and similar institutions. As a service to professionals and members of societies, we offer a discounted individual subscriber rate. We could not, and do not, make subscriptions available to institutions at individual or member rates.

7. The revenue from publication and reproduction of our journals, especially the revenue from journal subscriptions, constitutes 32% of Wiley's annual revenue and is critical to its financial health.

8. Wiley has been aware of fraudulent subscription schemes in the past and has pursued such fraudulent activity. After reviewing its subscription records, Wiley discovered what appeared to be a similar fraudulent scheme being perpetrated by Defendants. Wiley believes that defendants use false names and addresses to obtain journal subscriptions at inexpensive individual or member rates and resell them at higher prices. Wiley gathered a list of suspicious subscriber names and addresses believed to be false based on Wiley's subscription data, and circulated it to the other plaintiffs in this action.

9. Wiley's subscription department checked its records to see what journals had been ordered for those names and addresses. A preliminary report identifying subscriptions acquired through or by the Defendants as member or personal subscriptions is attached as Exhibit A hereto.

10. As can be seen from Exhibit A, numerous subscriptions have been taken out in the names of these individuals or pseudo-individuals. The columns on Exhibit A, from left to right, include the journal code, year, the rate of billing (member or institutional), the name associated with the account, the credit card or check number, the name on the credit card, the address associated with the account, the amount paid for the

individual subscription, the currency conversion (if applicable), the amount that should have been paid if the subscriber was billed at the institutional rate, and the difference between those two rates.

11. Assuming that Defendants have resold the individual member subscriptions identified on Exhibit A to institutions that should have paid the institutional rate, Wiley has lost approximately \$52,000 to this fraudulent scheme from 2000 to 2004 given the fraudulent names and addresses currently known. Wiley estimates that upon further inspection of defendants' records, and of its own records after discovery, that figure will be higher. If Defendants copied and resold the subscriptions, as I believe, our damages would be even higher.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA.

1/27/05
Date

R. Kaufman
Roy Kaufman, Esq.

Exhibit A to Kaufman Declaration.xls

Journal Code	Year	Rate	Name	Name on Credit	Address 1
		Membership	Number/Cheque Number	Card	Unit No 346
2002	1999	Personal	Ken Jat C/o Vicky Frandon	Romi Jagasia	Unit 346
JOC	2002	Membership	Romi Jsism	Romi Jsisms	Unit 346
2002	1999	Membership	Romi Jsism	Romi Jsisms	Unit 346
2002	2000	Membership	Mona Navi	Mona Navi	Unit 346
2002	2001	Membership	Romi Jsism	Romi Jsisms	Unit 346
2002	2001	Membership	Romi Jsism	Romi Jsisms	Unit 346
2004	2003	Personal	Kenny Jay	Kenny Jay	PO Box 5940
JRS	2004	Personal	Agent 94913	Kenny Jay	Activair Pic NIC-THR
2004	2003	Personal	Kenny Jay	Kenny Jay	PO Box 5940
ACS	2002	Personal	Sheron Sood	Sheron Sood	14629 South West 104 St
ACS	2003	Personal	Sheron Sood	Sheron Sood	14629 South West 104 St
Asian Case					
Research Journal					
Asian Case	1999	Personal	Bunty Gidwani		PO Box 5940
QRE	2003	Personal	Sheron Sood		14629 South West 104 St
Research Journal					
Asian Pacific Jnl	1999	Personal	Kenny Jay		PO Box 5940
Management	1999	Personal	Bunty Gidwani		PO Box 5940
ASMB	1999	Personal	Kenny Jay		PO Box 5940
MRD	2000	Personal	Kenny Jay		PO Box 5940
JGT	2003	Personal	Kenny Jay		PO Box 5940
ASMB	2002	Personal	Kenny Jay		PO Box 5940
Management	1999	Personal	Kenny Jay		PO Box 5940
ASMB	2001	Personal	Kenny Jay		PO Box 5940
ASMB	2000	Personal	Kenny Jay		PO Box 5940
ASMB	2003	Personal	Kenny Jay		PO Box 5940
ASMB	2004	Personal	Kenny Jay		PO Box 5940
JGT	2000	Personal	Kenny Jay		PO Box 5940
BIT	2001	Personal	Kenny Jay		PO Box 5940
BIT	2000	Personal	Kenny Jay		PO Box 5940
BIT	2001	Personal	Kenny Jay		PO Box 5940
EQE	2000	Special	Kenny Jay		PO Box 5940
EOE	2001	Special	Kenny Jay		PO Box 5940
JRS	2000	Personal	Kenny Jay		PO Box 5940
HRM	1999	Personal	Kenny Jay		PO Box 5940
HRM	2001	Personal	Kenny Jay		PO Box 5940
HRM	2002	Personal	Kenny Jay		PO Box 5940
HPO	1997	Single Issue	Kenny Jay		PO Box 5940
HPO	1997	Single Issue	Kenny Jay		PO Box 5940
HPO	1997	Single Issue	Kenny Jay		PO Box 5940
Asian Case	2000	Personal	Bunty Gidwani		PO Box 5940
Research Journal	2001	Personal	Romi Jay		PO Box 5940

Exhibit A to Kaufman Declaration.xls

Asian Pacific Jnt Management	2000	Personal	Bunty Gidwani	PO Box 5940
HRM	2003	Personal	Victor Mani	14629 South West 104 St
JGT	2004	Personal	Victor Mani	14629 South West 104 St
ASMB	1999	Personal	Victor Mani	14629 South West 104 St
JGT	2000	Personal	Kenny Jay	PO Box 5940
JGT	2001	Personal	Romi Jay	14629 South West 104 St
CNCR	1999	Personal	Romi Jay	PO Box 5940
JGT	2002	Personal	Romi Jay	PO Box 830490
JGT	2003	Personal	Romi Jay	PO Box 831327
SPE	2001	Personal	Romi Jay	14629 South West 104 St
JGT	2002	Personal	Romi Jay	PO Box 5940
JGT	2003	Personal	Romi Jay	PO Box 830490
JGT	2004	Personal	Romi Jay	14629 South West 104 St
JOC	2000	Personal	Romi Jay	PO Box 830490
JOC	2001	Personal	Romi Jay	14629 South West 104 St
JRS	1999	Personal	Romi Jay	PO Box 830490
JRS	2002	Personal	Romi Jay	14629 South West 104 St
JRS	2000	Personal	Romi Jay	PO Box 830490
JRS	2002	Personal	Romi Jay	14629 South West 104 St
JRS	2001	Personal	Romi Jay	PO Box 830490
SPE	2000	Personal	Romi Jay	14629 South West 104 St
JRS	2002	Personal	Romi Jay	PO Box 830490
JRS	1999	Personal	Romi Jay	14629 South West 104 St
MRD	1999	Personal	Romi Jay	PO Box 830490
JGT	2003	Personal	Romi Jay	14629 South West 104 St
QRE	2002	Personal	Romi Jay	PO Box 830490
EQE	2002	Personal	Romi Jay	14629 South West 104 St
SDR	2001	Personal	Romi Jay	PO Box 830490
SDR	2003	Membership	Romi Jay	14629 South West 104 St
SDR	2004	Membership	Romi Jay	PO Box 830490
JPS	1999	Special	Romi Jsim	14629 South West 104 St
JPS	2000	Special	Romi Jsim	Unit 346
SPE	1999	Personal	Reshma Gidwani	PO Box 830490
SPE	2002	Personal	Romi Jay	14629 South West 104 St
BIT	2002	Personal	Monar Nari	Unit 346
QRE	2004	Personal	Sharon Jackson	14629 South West 104 St
SPE	2000	Personal	Reshma Gidwani	PO Box 830490
SPE	2001	Personal	Harry Jagasia	411 Greene Street
SPE	2000	Personal	Harry Jagasia	411 Greene Street
SDR	2000	Personal	Harry Jagasia	411 Greene Street

Exhibit A to Kaufman Declaration.xls

JGT	2002	Personal	Pallavi Sood	4378*****5197	Victor Mani	Unit 346
	2004	Membership	Pallavi Sood	37834984410		Unit 346
	2002	Membership	Pallavi Sood	3783*****050		Unit 346
	2003	Membership	Pallavi Sood	3783*****050		Unit 346
	2002	Membership	Pallavi Sood	3783*****050		Unit 346
	2002	Personal	Pallavi Sood	3783*****001		Unit 346
GJ	2001	Personal	Pallavi Sood	3783*****001		Unit 346
BJS	2004	Personal	Y.G. Agasi	4386*****3510	Y.G. Agasi	PMB 155
	2002	Personal	Y.G. Agasi	3783*****006	Y.G. Agasi	PMB 155
	2001	Personal				

Exhibit A to Kaufman Declaration.xls

Address 2		Address 3		Amount Paid (Personal/Member Rate)		Currency Conversion		Institutional Rate		Rate Differential	
		Zip	Country	278.00	278.00	1948.00	1948.00	1670.00	0.00		
PMB 346	14629 South West 104 St	FL33186	USA	278.00	278.00	1948.00	1948.00	1670.00	0.00		
		FL33186	USA	308.00	308.00	2198.00	2198.00	1890.00	0.00		
		FL33186	USA	308.00	308.00	2528.00	2528.00	2220.00	0.00		
		FL33186	USA	474.60	474.60	2528.00	2528.00	2053.40	0.00		
		FL33283	GBR	98.00	98.00	2328.00	2328.00	2230.00	0.00		
		TW151XS	USA	98.00	98.00	2328.00	2328.00	2230.00	0.00		
		FL33283	USA	1075.00	1075.00	1430.00	1430.00	355.00	0.00		
		FL33186	USA	1075.00	1075.00	1430.00	1430.00	355.00	0.00		
PMB 346	14629 South West 104 St	FL33283	USA	45.00	45.00	60.00	60.00	15.00	0.00		
PMB 346	14629 South West 104 St	FL33283	USA	71.00	71.00	105.00	105.00	34.00	0.00		
		FL33283	USA	615.00	615.00	825.00	825.00	210.00	0.00		
		FL33283	USA	680.00	680.00	905.00	905.00	225.00	0.00		
		FL33283	USA	945.00	945.00	1090.00	1090.00	145.00	0.00		
		FL33283	USA	945.00	945.00	1090.00	1090.00	145.00	0.00		
PMB 346	14629 South West 104 St	FL33186	USA	575.00	575.00	3495.00	3495.00	2920.00	0.00		
		FL33186	USA	575.00	575.00	3795.00	3795.00	3220.00	0.00		
		FL33186	USA	195.00	195.00	2190.00	2190.00	1995.00	0.00		
		FL33186	USA	210.00	210.00	2405.00	2405.00	2195.00	0.00		
		FL33186	USA	345.00	345.00	558.00	558.00	213.00	0.00		
		FL33186	USA	180.00	180.00	460.00	460.00	280.00	0.00		
		FL33186	USA	165.00	165.00	499.00	499.00	334.00	0.00		
		FL33186	USA	39.50	39.50	470.00	470.00	430.50	0.00		
		FL33283	USA	39.50	39.50	470.00	470.00	430.50	0.00		
		FL33283	USA	39.50	39.50	470.00	470.00	430.50	0.00		
		FL33283	USA	225.00	225.00	460.00	460.00	235.00	0.00		

Exhibit A to Kaufman Declaration

PMB 346	Keywest	FL33283	USA	298.00	298.00	549.00	251.00	0.00
PMB 346	Keywest	FL33186	USA	325.00	325.00	599.00	274.00	0.00
PMB 346	Keywest	FL33186	USA	95.00	95.00	1135.00	1040.00	0.00
PMB 346	Keywest	FL33283	USA	180.00	180.00	1295.00	1115.00	1222.00
PMB 346	Keywest	FL33186	USA	198.00	198.00	1420.00	0.00	0.00
PMB 346	Keywest	FL33283	USA	180.00	180.00	1420.00	1240.00	1425.00
PMB 346	Keywest	FL33186	USA	130.00	130.00	1555.00	1425.00	0.00
PMB 346	Keywest	FL33283	USA	165.00	165.00	437.00	272.00	0.00
PMB 346	Keywest	FL33186	USA	130.00	130.00	1555.00	1425.00	0.00
PMB 346	Keywest	FL33186	USA	945.00	945.00	1555.00	610.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	130.00	130.00	1555.00	1425.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	130.00	130.00	1670.00	1540.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	150.00	150.00	1835.00	1685.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	864.00	1658.88	1730.00	71.12	0.00
PMB 346	Quayside Industrial Estate	CM9 5WB	GBR	860.00	1651.20	1900.00	248.80	0.00
PMB 346	Quayside Industrial Estate	CM9 5WB	GBR	2245.00	2245.00	2955.00	750.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	1,490.00	2860.80	3,290.00	429.20	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	1,640.00	3148.80	3,615.00	466.20	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	1,985.00	381.20	3975.00	163.80	0.00
PMB 346	Quayside Industrial Estate	FL33186	GBR	2047.25	3930.72	4315.00	384.28	0.00
PMB 346	Quayside Industrial Estate	FL33186	GBR	350.00	350.00	2950.00	2600.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	1035.00	1035.00	1380.00	345.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	465.00	465.00	465.00	0.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	90.00	90.00	557.00	467.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	90.00	90.00	622.00	532.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	72.00	72.00	480.00	408.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	465.00	465.00	465.00	0.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	90.00	90.00	1795.00	450.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	1345.00	1345.00	1795.00	450.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	0.00	0.00	0.00	0.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	1495.00	1495.00	1970.00	475.00	0.00
PMB 346	Quayside Industrial Estate	FL33186	USA	1785.00	1785.00	1970.00	185.00	0.00
PMB 346	Quayside Industrial Estate	FL33040	USA	0.00	0.00	0.00	0.00	0.00

Exhibit A to Kaufman Declaration.xls

14629 SW 104 Street	Miami	FL33040	USA	130	130.00	1555	1425.00
14629 SW 104 Street	Miami	FL33040	USA	378.00	378.00	4090.00	3712.00
14629 SW 104 Street	Miami	FL33040	USA	348.00	348.00	3718.00	3370.00
14629 SW 104 Street	Miami	FL33040	USA	318.00	318.00	2878.00	2560.00
14629 SW 104 Street	Miami	FL33040	USA	585.00	585.00	775.00	190.00
14629 SW 104 Street	Miami	FL33040	USA	162.00	162.00	318.00	156.00
3324 West University Avenue	GAINESVILLE	FL32607	USA	168.00	168.00	848.00	680.00
3324 West University Avenue	GAINESVILLE	FL32607	USA	164.00	164.00	598.00	434.00

FILED
UNITED STATES DISTRICT COURT IN CLERKS OFFICE
for the
DISTRICT OF MASSACHUSETTS 2005 JAN 28 P 2:23

AMERICAN INSTITUTE OF PHYSICS,)
ELSEVIER, INC.,)
WILEY PERIODICALS, INC., and)
WILEY-LISS, INC.,)
Plaintiffs,)
v.)
ASIAN BOOKS PRIVATE LIMITED,)
KIRAN AGARWAL,)
RAGINI AGARWAL,)
GERALDINE BUNKER,)
VANITA BUNKER,)
DIAMOND & GOLD OUTLET, INC.,)
BUNTY GIDWANI,)
RESHMA GIDWANI,)
CHITRA JAGASIA,)
DILIP JAGASIA,)
HARISH JAGASIA,)
KAMAL JAGASIA,)
RAMESH JAGASIA,)
SHEELA JAGASIA, and)
YOGESH JAGASIA,)
Defendants.)
U.S. DISTRICT COURT
DISTRICT OF MASS.
Civil Action No. _____
05-10178

05-30173-333-1

AFFIDAVIT OF WILLIAM S. STRONG

I, William S. Strong, of Lexington, Massachusetts, hereby under oath declare as follows:

1. I represent Plaintiffs American Institute of Physics (“AIP”), Elsevier, Inc. (“Elsevier”), Wiley Periodicals, Inc. and Wiley-Liss, Inc. (collectively “Wiley”). The information stated here is based on communications had by myself and/or my associate

Amy Mainelli with a Florida Postal Inspector and research into corporate records and other public information regarding defendants.

2. Plaintiff Wiley discovered the fraud that is the subject of this action after reviewing its subscription records. It circulated a list of suspicious subscriber names and addresses to the other plaintiffs. Collectively, the plaintiffs have identified approximately 43 names and 20 addresses which appear to be used by defendants in ordering subscriptions from plaintiffs at heavily discounted individual rates. We believe it probable that other names and addresses are being used that we have not yet identified.

3. We were able to determine through investigation, and conversations with a postal inspector in Florida, that the mailboxes listed below, which have been used to order subscriptions to Plaintiffs' journals, are leased to the following persons:

- P.O. Box 5940, Miami, FL 33283 - Kamal Jagasia
- P.O. Box 831327 Miami FL 33283 - Dilip Jagasia and Reshma Gidwani
- 14629 South West 104 St, PMB 346, Miami, FL 33823 - In Style International, Inc., an inactive company whose director and agent for service of process was Ramesh Jagasia
- 300 Brookline Ave, Box 207, Boston, MA 02115 – Ragini Agarwal

The following addresses, which have also been used to order subscriptions to Plaintiffs' journals, belong to the following defendants:

- 1003 18th Street, Key West, FL 33040 – Kamal and Sheela Jagasia
- 411 Greene Street, Key West FL 33040 – Diamond & Gold Outlet, Inc.
- 3701 Pearlman Terrace, Key West, FL 33040 – Ramesh Jagasia
- 7111 Greenyard Drive, Houston, TX 77086 – Geraldine Bunker
- 135 East Main Street, Westborough, MA 01581 – Ragini Agarwal

- 3324 W. University Ave, PMB 155, Gainesville FL 32607 – Yogesh Jagasia¹.

4. As stated in the Complaint, we believe that one of the purposes of the subscription fraud perpetrated by the defendants is to obtain journals at heavily discounted individual rates and resell them at prices at or near the regular institutional rates. We believe that these sales are occurring overseas, in India and perhaps other countries. Through online research we have discovered that defendants Kamal and Sheela Jagasia are or were the owners and operators of Avi Impex Books and Journals, Inc., which is currently in “inactive” status according to the Florida Secretary of State’s records. The name suggests that the company is or was in the business of, *inter alia*, exporting books and journals from the U.S. In addition, we have learned that defendant Kamal Jagasia is the managing director of Asian Books Private Limited, an Indian company that describes itself on its website as an importer, distributor, publisher and subscription agent. Plaintiff Elsevier has received full rate subscription orders in the past from Asian Books Private Limited; *see* Declaration of Mark Seeley at ¶ 4, submitted herewith.

5. As more fully described in the Kaufman Declaration, a subscription agency is an intermediary between publishers and the libraries that want to subscribe to publishers’ journals. Essentially, libraries outsource the paperwork and payment operations involved in journal subscriptions to subscription agencies such as Asian Books. The fact that Asian Books is engaged in this business means that it is uniquely placed to resell to libraries the journals issues obtained through a fraudulent scheme such as described in the Complaint.

¹ A subscription order placed to this address was made in the name of Y G Agasi, which Plaintiffs believe to be a pseudonym for Yogesh Jagasia, of 2810 34th Street SW, Gainesville, FL 32608.

6. We are seeking an Order from this honorable Court freezing, in part, the assets of the defendants. We do so out of fear that without such an order defendants will attempt to remove assets from the jurisdiction of this Court.

7. According to the relevant tax rolls, defendants Reshma Gidwani, Dilip Jagasia, Kamal Jagasia, and Sheela Jagasia own certain real estate in Key West, Florida and defendant Harish Jagasia owns certain real estate in Miami, Florida. However, all of such real estate is subject to mortgage at a level close to its tax-appraised value. Defendant Geraldine Bunker owns certain real estate in Texas. Other than her personal residence which is subject to a homestead exemption, these properties consist of a few lots ranging in value from approximately \$1,000 to \$3,000. The only unencumbered piece of real estate we have been able to locate belongs to defendant Ramesh Jagasia at 3701 Pearlman Terrace, Key West, FL 33040 and we seek an Order preventing the transfer or encumbrance of such property because we fear that the defendant owner will attempt to remove it from our reach when he is notified of the filing of this case. The remaining defendants do not appear to own any real property. I will if the Court requests be happy to provide the records on which the above statement is based.

8. According to the online records of the Florida Secretary of State, the following defendants own businesses involved in the jewelry trade:

Sheela, Chitra and Kamal Jagasia
Diamond & Gold Outlet, Inc.- *active*
411 Greene St
Key West, FL 33040

Dilip Jagasia
Italian Jewelers of Key West, Inc. - *active*
304 Front St.
Key West, FL 33040

Kamal Jagasia
Discount Gold Center, Inc. – *inactive*
134 Duval Street
Key West, FL 33040

The assets of such businesses are of course easily transported without detection and easily converted to cash. I am informed that at least one of the Jagasia companies is involved in importing art and artifacts – also objects that are easily transported and converted to cash.

9. We estimate the damages plaintiffs have suffered from fraudulent resale of subscriptions to be not less than \$145,000. Such figure is subject to trebling under RICO, 18 U.S.C. § 1964(c), and defendants are also subject to a fee award under RICO, *Id.*, and under the Copyright Act, 17 U.S.C. §506, if applicable. Thus, defendants' liability in this action exceeds \$435,000. Unless defendants' assets are kept within the United States, there is no reasonable likelihood of plaintiffs being able to obtain satisfaction of a judgment of this magnitude. If, as we suspect, defendants are also engaged in unauthorized reproduction of plaintiffs' journals, the amount at issue will be even greater.

10. We have obtained information we believe to be reliable, indicating that Kamal Jagasia frequently travels from the U.S. to Great Britain and to India. Presumably, he does so in connection with Asian Books Private Limited and any other businesses he may own in India. Presumably, also, he has personal bank accounts and the like in India and perhaps elsewhere. He thus has the means and opportunity to remove quickly from the jurisdiction of this court any intangible assets and any moveable tangible assets in his possession or that of his co-defendant family members. His willingness to commit fraud as described in the Complaint makes clear that he would not

scruple to do so. We hope that the threat of civil or criminal contempt proceedings for violation of this Court's order will supply the needed incentive to honesty.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA.

27 Dec 05
Date



William S. Strong, Esq.

F I L E D
 UNITED STATES DISTRICT COURT
 for the
 DISTRICT OF MASSACHUSETTS 2:23
 2005 JAN 28 PM 8:23

AMERICAN INSTITUTE OF PHYSICS,)	U.S. DISTRICT COURT DISTRICT OF MASS.
ELSEVIER, INC.,)	
WILEY PERIODICALS, INC., and)	
WILEY-LISS, INC.,)	
)	
Plaintiffs,)	
)	
v.)	Civil Action No. _____
)	
ASIAN BOOKS PRIVATE LIMITED,)	
KIRAN AGARWAL,)	
RAGINI AGARWAL,)	
GERALDINE BUNKER,)	
VANITA BUNKER,)	
DIAMOND & GOLD OUTLET, INC.,)	
BUNTY GIDWANI,)	
RESHMA GIDWANI,)	
CHITRA JAGASIA,)	
DILIP JAGASIA,)	
HARISH JAGASIA,)	
KAMAL JAGASIA,)	
RAMESH JAGASIA,)	
SHEELA JAGASIA, and)	
YOGESH JAGASIA,)	
)	
Defendants.)	
)	

05 10178 NMG

AFFIDAVIT OF MARC BRODSKY

I, Marc H. Brodsky, Executive Director and CEO of the American Institute of Physics (“AIP”), a nonprofit corporation incorporated in New York with a principal place of business at One Physics Ellipse, College Park, MD, 20740, hereby under oath declare as follows:

1. AIP is a learned society established for the purpose of promoting the advancement and diffusion of the knowledge of physics and its application to human

welfare. It serves its member societies, their associates, individual scientists, educators, research and development leaders, and the general public with programs, services and publications. It publishes scholarly magazines, conference proceedings and more than ten journals covering many aspects of the field of physics and also for several other societies that publish journals in physics and related fields.

2. I have been Executive Director and CEO since November 1993.

3. Part of my role is to oversee legal matters regarding copyrights and distribution of AIP journals.

4. AIP sells journal subscriptions directly to individuals and institutions, and through subscription agencies. Subscription agencies act on behalf of subscribers, primarily libraries and other large institutions, in arranging for large numbers of subscriptions to various journals, and handling billing and administrative paperwork. For this they usually receive a fee from the subscriber. AIP does not pay fees to subscription agents, but offers a small rebate for orders received with electronic files in an acceptable format.

5. AIP's subscription rates vary depending on the type of subscriber. The categories of AIP subscribers are institutional full rate subscriptions, individual subscriptions, and members of AIP and other learned societies. In general, individual and member rates are substantially lower than institutional rates for such subscriptions.

6. The reason for differences in rates is that AIP considers an institutional subscription to be the primary market rate, based upon the expectation that the library copy will be reviewed and used by a number of users. AIP journals contain high end scholarly research papers whose primary market is academic libraries and similar

institutions. As a service to professionals and members of societies, we offer a discounted individual subscriber rate, for individual use. We could not, and do not, make subscriptions available to institutions at the discounted individual or member rates, and whenever a person subscribes to one of our journals he, she or it must indicate whether the subscription is for an individual or an institution.

7. Member subscriptions for AIP's print journals explicitly state that they are for personal use only. The letter sent to subscribers renewing at member rates states "Print and online subscriptions at reduced member rates are for personal use only. These subscriptions are not intended for release to libraries, reading rooms, or for any other institutional purpose. By returning your invoice along with payment you are acknowledging this principle and your agreement to comply."

8. The revenue from publication and reproduction of our journals, especially the revenue from journal subscriptions, constitutes roughly half of the annual revenue of AIP and is critical to its and their financial health.

9. AIP has been aware of fraudulent subscription schemes in the past and has pursued such fraudulent activity. When Plaintiff Wiley discovered a fraudulent scheme being perpetrated by defendants it circulated a list of subscriber names and addresses believed to be false.

10. When I received the list, I had AIP's circulation and fulfillment department check its records to see what journals had been ordered for those names and addresses for the past four years. Its preliminary report is attached as Exhibit A hereto.

11. As can be seen from Exhibit A, numerous subscriptions have been taken out in the name of these individuals or pseudo-individuals. The columns on Exhibit A,

from left to right, include the name and address associated with the account, the rate, the society associated with the journal, the journal name, the start and end date of the subscription, the invoice amount, the amount paid (based on the billing rate), the amount that should have been paid if the subscriber was billed at the institutional rate, and the difference between those two rates.

12. Assuming that Defendants have resold the individual member subscriptions identified on Exhibit A to institutions that should have paid the institutional rate, AIP has lost over \$63,000 to this fraudulent scheme given the fraudulent names and addresses currently known. AIP estimates that upon further inspection of defendants' records, and of its own records after discovery, that figure will be higher.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA.



January 27, 2005
Date

Marc H. Brodsky

Name	Address 1	Address 2	Address 3
DILIP JAGASIA	POB 831327	Miami, FL 33283-0000	
DILIP JAGASIA	POB 831327	Miami, FL 33283-0000	
KIRAN AGARWAL	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KENNY JAY	Apt 346 PMB	14629 SW 104th St	Miami, FL 33186-0000
KENNY JAY	Apt 346 PMB	14629 SW 104th St	Miami, FL 33186-0000
KENNY JAY	Apt 346 PMB	14629 SW 104th St	Miami, FL 33186-0000
KENNY JAY	PMB 346	14629 SW 104 St	Miami, FL 33186-0000
MS GERI BUNKER	POB 831327	Miami, FL 33283-0000	
DILIP JAGASIA	1003 18th St	Key West, FL 33040-0000	
SHARON JACKSON	PO Box 5940	Miami, FL 33283-0000	
SHARON JACKSON	PNB 155	3324 W University Ave	Gainesville, FL 32607-0000
Y G AGASI	PNB 155	3324 W University Ave	Gainesville, FL 32607-0000
Y G AGASI	POB 831327	Miami, FL 33283-0000	
DILIP JAGASIA	PMB 346	14629 SW 104 St	Miami, FL 33186-0000
MS GERI BUNKER	PMB346	14629 SW 104th Street	Miami, FL 33186-0000
ROMI JAY	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KIRAN AGARWAL	PNB 155	3324 W University Ave	Gainesville, FL 32607-0000
Y G AGASI	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KIRAN AGARWAL	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KIRAN AGARWAL	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KIRAN AGARWAL	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KIRAN AGARWAL	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KIRAN AGARWAL	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KIRAN AGARWAL	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KIRAN AGARWAL	No 153	2470 S Dairy Ashford Street	Houston, TX 77077-5716
KENNY JAY	Apt 346 PMB	14629 SW 104th St	Miami, FL 33186-0000
Y G AGASI	PNB 155	3324 W University Ave	Gainesville, FL 32607-0000
DILIP JAGASIA	1003 18th Street	Key West, FL 33040-0000	
TOM MARTIN	1003 18th St	Key West, FL 33040-0000	
SHARON JACKSON	PMB 346	14629 SW 104 St	Miami, FL 33186-0000
MS GERI BUNKER	PMB 346	14629 SW 104 St	Miami, FL 33186-0000
SHERON JACKSON	PMB 346	14629 SW 104 St	Miami, FL 33186-0000
SHERON JACKSON	PMB 346	14629 SW 104 St	Miami, FL 33186-0000
SHERON JACKSON	PMB 346	14629 SW 104 St	Miami, FL 33186-0000
Y G AGASI	PNB 155	3324 W University Ave	Gainesville, FL 32607-0000
DILIP JAGASIA	POB 831327	Miami, FL 33283-0000	

Name	Address 1	Address 2	Address 3
TOM MARTIN	1003 18th Street	Key West, FL 33040-0000	
TOM MARTIN	1003 18th Street	Key West, FL 33040-0000	
SHERON JACKSON	PMB 346	14629 SW 104 St	
SHERON JACKSON	PMB 346	14629 SW 104 St	
SHERON JACKSON	PMB 346	14629 SW 104 St	
SHERON JACKSON	PMB 346	14629 SW 104 St	
TOM MARTIN	1003 18th Street	Key West, FL 33040-0000	
SHERON JACKSON	PMB 346	14629 SW 104 St	

POSTAL	CITY	STATE	FAMIS_CD	RATE_CD	PACK_CD	PACK_TY	PACK_NM
33283-0000	Miami	FL	MR	MR	AIP	J CHEM PHYS PRINT W/ONLINE	
33283-0000	Miami	FL	MR	MR	AIP	REV SCI INSTR PRINT W/ONLINE	
77077-5716	Houston	TX	MR	MR	AIP	J APPL PHYS PRINT W/ONLINE	
33186-0000	Miami	FL	NM	NM	ICDD	POWDER DIFFRACTION PRINT	
33186-0000	Miami	FL	MR	MR	IOP	JRNL OF PHYS CONDENSED MATTER	
33186-0000	Miami	FL	MR	MR	IOP	PUBLIC UNDERSTANDING SCIENCE	
33186-0000	Miami	FL	NM2	NM2	IOP	PLASMA SOURCES SCIENCE & TECH	
33186-0000	Miami	FL	MR	MR	IOP	APPL PHYS LETT PRINT W/ONLINE	
33283-0000	Key West	FL	MR	MR	AIP	APPL PHYS LETT PRINT W/ONLINE	
33040-0000	Miami	FL	NM2	NM2	AIP	PHYSICS TODAY	
33283-0000	Gainesville	FL	NM2	NM2	AIP	PHYSICS TODAY	
32607-0000	Gainesville	FL	NM2	NM2	ICDD	POWDER DIFFRACTION PRINT	
32607-0000	Gainesville	FL	MR	MR	IOP	PUBLIC UNDERSTANDING SCIENCE	
33283-0000	Miami	FL	MR	MR	IOP	PLASMA SOURCES SCIENCE & TECH	
33186-0000	Miami	FL	NM2	NM2	NAS	PNAS PRINT & ONLINE	
33186-0000	Miami	FL	NM2	NM2	AAPM	MEDICAL PHYSICS PRINT W/ONLINE	
77077-5716	Houston	TX	MR	MR	AIP	PHYSICS TODAY	
32607-0000	Gainesville	FL	NM2	NM2	AIP	APPL PHYS LETT PRINT W/ONLINE	
77077-5716	Houston	TX	MR	MR	AIP	J APPL PHYS PRINT W/ONLINE	
77077-5716	Houston	TX	MR	MR	AIP	J CHEM PHYS PRINT W/ONLINE	
77077-5716	Houston	TX	MR	MR	AIP	J MATH PHYS PRINT W/ONLINE	
77077-5716	Houston	TX	MR	MR	AIP	REV SCI INSTR PRINT W/ONLINE	
77077-5716	Houston	TX	MR	MR	APS	PHYS REV LETTERS PRNT W/ONLINE	
77077-5716	Houston	TX	MR	MR	APS	REV MODERN PHYS PRINT/ONLINE	
77077-5716	Miami	FL	NM	NM	ICDD	POWDER DIFFRACTION PRNT/ONLINE	
32607-0000	Gainesville	FL	NM2	NM2	ICDD	POWDER DIFFRACTION PRNT/ONLINE	
33283-0000	Miami	FL	MR	MR	IOP	PUBLIC UNDERSTANDING SCIENCE	
33040-0000	Key West	FL	NM2	NM2	IOP	JRNL OF PHYS CONDENSED MATTER	
33040-0000	Key West	FL	NM	NM	IOP	PLASMA SOURCES SCIENCE & TECH	
33186-0000	Miami	FL	NM2	NM2	AIP	JGP PRNT/ONLINE/BACKFILE	
33186-0000	Miami	FL	MR	MR	AIP	POP PRNT/ONLINE/BACKFILE	
33186-0000	Miami	FL	MR	MR	AIP	PHYSICS TODAY	
33186-0000	Miami	FL	MR	MR	AIP	RSI PRNT/ONLINE/BACKFILE	
32607-0000	Gainesville	FL	NM2	NM2	AIP	PHYSICS TODAY	
33283-0000	Miami	FL	MR	MR	IOP	PUBLIC UNDERSTANDING SCIENCE	

<u>POSTAL</u>	<u>CITY</u>	<u>STATE</u>	<u>FAMIS RATE_CD</u>	<u>RATE_CD</u>	<u>PACK_TY</u>	<u>PACK_NM</u>
33040-0000	Key West	FL	NM2	AP	IOP	PLASMA SOURCES SCIENCE & TECH
33040-0000	Key West	FL	NM2	AP	IOP	PUBLIC UNDERSTANDING SCIENCE
33186-0000	Miami	FL	MR	AP	AIP	JCP PRNT/ONLINE/BACKFILE
33186-0000	Miami	FL	MR	AP	AIP	PHYSICS TODAY
33186-0000	Miami	FL	MR	AP	AIP	RSI PRNT/ONLINE/BACKFILE
33186-0000	Miami	FL	MR	AP	AIP	PHYS OF FLUIDS PRINT W/ONLINE
33186-0000	Miami	FL	MR	AP	AIP	PLASMA SOURCES SCIENCE & TECH
33040-0000	Key West	FL	NM2	AP	IOP	PHYS OF FLUIDS PRINT W/ONLINE
33186-0000	Miami	FL	MR	AP	AIP	

START_DT	END_DT	INVOICE_AMT	PAYOUT_AMT	INST RATE	DIFF.
1-Jan-00	31-Dec-00	285	285	4105	\$ 3,820
1-Jan-00	31-Dec-00	105	105	1320	\$ 1,215
1-Jan-00	31-Dec-00	255	255	2855	\$ 2,600
1-Jan-00	31-Dec-00	60	60	105	\$ 45
1-Jan-00	31-Dec-00	428	428	6997	\$ 6,569
1-Jan-00	31-Dec-00	101	101	249	\$ 148
1-Jan-00	31-Dec-00	245	245	508	\$ 263
1-Jan-00	31-Dec-00	210	210	2035	\$ 1,825
1-Jan-01	31-Dec-01	210	210	2035	\$ 1,825
1-Jan-01	31-Dec-01	69	69	215	\$ 146
1-Jan-01	31-Dec-01	69	69	215	\$ 146
1-Jan-01	31-Dec-01	60	60	105	\$ 45
1-Jan-01	31-Dec-01	150	150	265	\$ 115
1-Jan-01	31-Dec-01	260	260	540	\$ 280
1-Jan-01	31-Dec-01	0	0		
1-Jan-01	31-Dec-01	245	245	770	\$ 525
1-Jan-02	31-Dec-02	69	0		
1-Jan-02	31-Dec-02	230	230	2230	\$ 2,000
1-Jan-02	31-Dec-02	310	310	3365	\$ 3,055
1-Jan-02	31-Dec-02	345	345	4835	\$ 4,490
1-Jan-02	31-Dec-02	140	140	2265	\$ 2,125
1-Jan-02	31-Dec-02	130	130	1550	\$ 1,420
1-Jan-02	31-Dec-02	280	280	3195	\$ 2,915
1-Jan-02	31-Dec-02	170	170	570	\$ 400
1-Jan-02	31-Dec-02	70	0		
1-Jan-02	31-Dec-02	160	0		
1-Jan-02	31-Dec-02	160	160	280	\$ 120
1-Jan-02	31-Dec-02	475	475	7915	\$ 7,440
1-Jan-02	31-Dec-02	275	275	570	\$ 295
1-Aug-02	31-Jul-03	434	434	5365	\$ 4,931
1-Aug-02	31-Jul-03	205	205	2570	\$ 2,365
1-Aug-02	31-Jul-03	0	0	250	\$ 250
1-Aug-02	31-Jul-03	177	177	1755	\$ 1,578
1-Jan-03	31-Dec-03	69	0		
1-Jan-03	31-Dec-03	170	0		

START_DT	END_DT	INVOICE_AMT	PAYMENT_AMT	INST RATE	DIFF.
1-Jan-03	31-Dec-03	290	290	600	\$ 310
1-Jan-03	31-Dec-03	170	170	295	\$ 125
1-Aug-03	31-Jul-04	479	479	6090	\$ 5,611
1-Aug-03	31-Jul-04	0	0	295	\$ 295
1-Aug-03	31-Jul-04	194	194	1995	\$ 1,801
1-Aug-03	31-Jul-04	190	190	2455	\$ 2,265
1-Jan-04	31-Dec-04	310	0	640	\$ 640
1-Jan-04	31-Dec-04	219	0		
1-Jan-05	31-Dec-05				\$ 63,998

FILED
IN CLERKS OFFICE
UNITED STATES DISTRICT COURT
for the 2005 JAN 28 P 2:23
DISTRICT OF MASSACHUSETTS

AMERICAN INSTITUTE OF PHYSICS,) U.S. DISTRICT COURT
ELSEVIER, INC.,) DISTRICT OF MASS.
WILEY PERIODICALS, INC., and)
WILEY-LISS, INC.,)
Plaintiffs,)
v.)
ASIAN BOOKS PRIVATE LIMITED,)
KIRAN AGARWAL,)
RAGINI AGARWAL,)
GERALDINE BUNKER,)
VANITA BUNKER,)
DIAMOND & GOLD OUTLET, INC.,)
BUNTY GIDWANI,)
RESHMA GIDWANI,)
CHITRA JAGASIA,)
DILIP JAGASIA,)
HARISH JAGASIA,)
KAMAL JAGASIA,)
RAMESH JAGASIA,)
SHEELA JAGASIA, and)
YOGESH JAGASIA,)
Defendants.)

05-10178 NMG

Civil Action No. _____

AFFIDAVIT OF MARK L. SEELEY

I, Mark L. Seeley, Vice President and General Counsel of Elsevier, Inc. ("Elsevier"), a company incorporated in New York with a place of business at 30 Corporate Drive, Suite 400, Burlington, MA 01803, and General Counsel to Elsevier's science and medical publishing affiliates such as Elsevier B.V., Elsevier Ltd, Elsevier France SAS, Elsevier Ireland Ltd, and Mosby, Inc. ("Elsevier Affiliates"), hereby under oath declare as follows:

1. Elsevier, together with the Elsevier Affiliates, publishes thousands of scholarly books and journals, all of them in the sciences.

2. I have been Vice President of Elsevier, Inc., beginning in September 1998, and have been in-house General Counsel to Elsevier and its affiliates since October 1995. I am an attorney admitted to practice in the Commonwealth of Massachusetts.

3. Part of my role is to oversee legal matters regarding copyrights and distribution of Elsevier journals.

4. Elsevier sells journals directly to individuals and institutions, and through subscription agencies. Subscription agencies act on behalf of subscribers, primarily libraries and other large institutions, in arranging for large numbers of subscriptions to various journals, and handling billing and administrative paperwork. For this they receive a portion of the subscription fee. Defendant Asian Books Private Limited is a subscription agency Elsevier has dealt with on a limited basis.

5. Elsevier's subscription rates vary depending on the type of subscriber. In general, individual rates are substantially lower than institutional rates for such subscriptions, by at least 50% and sometimes substantially more than 50%. For example, the journal *Artificial Intelligence* has a member rate of \$120 (for members of the society that owns the journal on whose behalf the journal is published) while the institutional rate is \$2,049. Similarly, the journal *Fertility and Sterility* has a personal subscription rate of \$208 and an institutional rate of \$3,500.

6. The reason for differences in rates is that Elsevier considers an institutional subscription to be the primary market rate, based upon the expectation that the library copy will be reviewed and used by a number of users. The Elsevier journals

contain high end scholarly research papers whose primary market is academic libraries and similar institutions. As a service to professionals and members of societies, we offer a discounted individual subscriber rate, for individual use. We could not, and do not, make subscriptions available to institutions at the discounted individual or member rates, and whenever a person subscribes to one of our journals he, she or it must indicate whether the subscription is for an individual or an institution.

7. All our invoices and purchase order forms that are provided to and agreed to by each print subscriber specifically prohibits transfer of the subscription, containing language to this effect: *"Customer/Client represents and warrants that it is purchasing Products or Services from ELSEVIER for its own account and use (or if the Client is an agent, for the account and use of no more than one principal) and not on behalf of any other person or entity except as may be expressly set forth otherwise in the Terms and Conditions."* Thus, it is Elsevier's express policy that customers, other than bona fide subscription agencies, who order subscriptions from Elsevier cannot assign or resell those subscriptions. This policy prohibits "straw man" purchases and subscription resale at any price; *a fortiori* it prohibits purchase of subscriptions at a personal rate on behalf of, or for resale to, institutional customers at a higher rate.

8. The revenue from publication and reproduction of our journals, especially the revenue from journal subscriptions, constitutes roughly 70% of the annual revenue of Elsevier and the Elsevier Affiliates and is critical to its and their financial health.

9. Elsevier has been aware of fraudulent subscription schemes in the past and has pursued such fraudulent activity. When Plaintiff Wiley discovered a fraudulent scheme being perpetrated by defendants it circulated a list of subscriber names and addresses believed to be false.

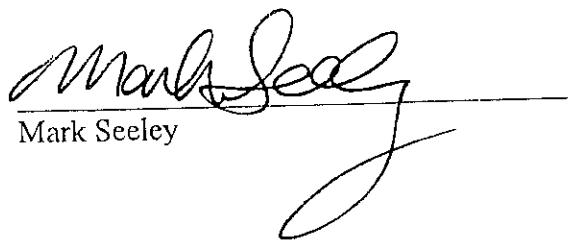
10. When I received the list, I had Elsevier's subscription department check its records to see what journals had been ordered for those names and addresses for the past four years. Its preliminary report is attached as Exhibit A hereto.

11. As can be seen from Exhibit A, numerous subscriptions have been taken out in the name of these individuals or pseudo-individuals. The columns on Exhibit A, from left to right, include the year, media (i.e., print or electronic), the rate of billing (personal, member or full rate), the name associated with the account, the type of payment and credit card or check number, the address associated with the account, the amount paid (based on the billing rate), the amount that should have been paid if the subscriber was billed at the institutional rate, and the difference between those two rates.

12. Assuming that Defendants have resold the individual member subscriptions identified on Exhibit A to institutions that should have paid the institutional rate, Elsevier has lost over \$30,000 to this fraudulent scheme given the fraudulent names and addresses currently known. Elsevier estimates that upon further inspection of defendants' records, and of its own records after discovery, that figure will be higher.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA.

27 January 2005
Date


Mark Seeley

Year	Media	Rate	Name	Credit Card		Address 1
				Type of Payment	Number/Cheque Number	
2000	PRINT	PERSONAL	JAY KENE	NOT AVAILABLE	PO BOX 40	
2001	PRINT	PERSONAL	KENE JAY	NOT AVAILABLE	C/O POB 117	
2001	PRINT	PERSONAL	ROMI PAT	NOT AVAILABLE		
2001	PRINT	PERSONAL	ROSE LAMPS	NOT AVAILABLE		
2001	PRINT	PERSONAL	ROSE LAMPS	NOT AVAILABLE		
2001	PRINT	PERSONAL	KEN JAY	NOT AVAILABLE	JAYSONS INC	
2000	PRINT	PERSONAL	KENE JAY	NOT AVAILABLE		
2002	PRINT	PERSONAL	BUNTY GIDWANI	CC	37834984410[REDACTED]	C/O ACTIVAIR UK LTD
2001	PRINT	PERSONAL	BUNTY GIDWANI	CC	37834984410[REDACTED]	C/O ACTIVAIR UK LTD
2003	PRINT	PERSONAL	BUNTY GIDWANI	CC	455390002431[REDACTED]	C/O ACTIVAIR UK LTD
2003	PRINT	PERSONAL	SHARON JAY	CC	37834984410[REDACTED]	
2004	PRINT	PERSONAL	SHARON JAY	CC	37834984410[REDACTED]	
2003	PRINT	PERSONAL	SHARON JAY	CC	37834984410[REDACTED]	
2003	PRINT	PERSONAL	AVI MICHAEL	CC	422695320923[REDACTED]	1003 18TH ST
2003	PRINT	PERSONAL	AVI MICHAEL	CC	422695320923[REDACTED]	1003 18TH ST
2002	PRINT	PERSONAL	AVI MICHAEL	CC	455390002431[REDACTED]	14629 SW 104ST
2001	PRINT	PERSONAL	AVI MICHAEL	CC	455390002431[REDACTED]	14629 SW 104ST
2002	PRINT	PERSONAL	AVI MICHAEL	CC	455390002431[REDACTED]	14629 SW 104ST
2001	PRINT	PERSONAL	CHID JACK	CC	37172530641[REDACTED]	14629 SW 104ST
2002	PRINT	PERSONAL	CHID JACK	CC	37172530641[REDACTED]	14629 SW 104ST
2001	PRINT	PERSONAL	KEN JACEYA	CC	UNKNOWN	
2000	PRINT	PERSONAL	KENNY JAY	CC	NOT AVAILABLE	
2002	PRINT	PERSONAL	KENNY JAYA	CC	37834984410[REDACTED]	14629 SW 104ST
2002	PRINT	PERSONAL	KENNY JAYA	CC	37834984410[REDACTED]	14629 SW 104ST
2003	PRINT	PERSONAL	RAGINI AGARWAL	CC	549099491102[REDACTED]	300 brookline ave
2003	PRINT	PERSONAL	RAGINI AGARWAL	CC	549099491102[REDACTED]	300 brookline ave
2003	PRINT	PERSONAL	RAGS WAL	CC	37834984410[REDACTED]	135 E MAIN
2004	PRINT	PERSONAL	RAGS WAL	CC	37834984410[REDACTED]	135 E MAIN
2001	PRINT	PERSONAL	RESHMA GIDWANI	CC	549099491102[REDACTED]	

FILED
IN CLERKS OFFICE

2005 JAN 28 P 2:23

U.S. DISTRICT COURT
DISTRICT OF MASS.

Year	Media	Rate	Name	Credit Card Number/Cheque Number	Type of Payment	Address 1
2002	PRINT	PERSONAL	RESHMA GIDWANI	37834984410[REDACTED]	CC	1003 18TH ST
2002	PRINT	PERSONAL	RESHMA GIDWANI	549099491102[REDACTED]	CC	1003 18TH ST
2000	PRINT	PERSONAL	SANDY JAMES	NOT AVAILABLE	NOT AVAILABLE	1003 18TH ST
2000	PRINT	PERSONAL	SANDY JAMES	NOT AVAILABLE	NOT AVAILABLE	1003 18TH ST
2001	PRINT	PERSONAL	SANDY JAMES	NOT AVAILABLE	NOT AVAILABLE	1003 18TH ST
2001	PRINT	PERSONAL	SHAWN JAY	NOT AVAILABLE	NOT AVAILABLE	1003 18TH ST
2004	PRINT	PERSONAL	SHAWN REILY	37834984410[REDACTED]	CC	14629 SW 104ST
2003	PRINT	PERSONAL	SHERON JACKSON	37834984410[REDACTED]	CC	14629 SW 104ST
2004	PRINT	PERSONAL	SHERON JACKSON	37834984410[REDACTED]	CC	14629 SW 104ST
2001	PRINT	PERSONAL	SHERON JACKSON	37834984410[REDACTED]	CC	14629 SW 104ST
2002	PRINT	PERSONAL	SHERON JACKSON	37834984410[REDACTED]	CC	14629 SW 104ST
2000	PRINT	PERSONAL	SHERON JACKSON	NOT AVAILABLE	NOT AVAILABLE	3701 PEARLMAN TERRACE
2003	PRINT	PERSONAL	VICTOR JAISON	412905459715[REDACTED]	CC	NOT AVAILABLE
2001	PRINT	PERSONAL	VINNE GARGE	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR
2000	PRINT	PERSONAL	VICTOR BENAIM-PINTO	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR
2001	PRINT	PERSONAL	SONU JACKSON	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR
2000	PRINT	PERSONAL	J VANITA	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR
2001	PRINT	PERSONAL	VANITA BUNKER	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR
2001	PRINT	PERSONAL	VANITA BUNKER	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR
2000	PRINT	PERSONAL	SANDY JAMES	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR
2000	PRINT	PERSONAL	SANDY JAMES	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR
2000	PRINT	PERSONAL	PATSY PARKER	NOT AVAILABLE	NOT AVAILABLE	7111 GREENYARD DR

Address 2	Address 3	Zip	Country	Currency	Rate	Amount Paid (Personal/ Members	FULL PRICE DIFFERENCE
PO BOX 117 HOUNSLOU	ASHFORD MIDDLESEX	TW15 1FQ	GB	GBP	115.00 N/A		
	MIDDX UK	TW5 9GF	GB	GBP	85.00	340.00	255.00
ASHFORD RD UNIT 1 ACTION	ASHFORD UK	TW15 1XS	GB	GBP	101.00	353.00	252.00
PO BOX 117	ASHFORD MIDDLESEX	TW15 1FQ	GB	GBP	128.00	263.00	135.00
PO BOX 117	ASHFORD MIDDLESEX	TW15 1FQ	GB	GBP	124.00	215.00	91.00
UNIT 1 ACTION CT ASHFORD RD PO BOX 117	ASHFORD ASHFORD MIDDLESEX	TW15 1XS TW15 1FQ	GB GB	GBP Total DG DG	309.00 223.00 N/A		733.00
ACTION CT UNIT 1	ASHFORD MIDDLESEX	TW15 1XS	GB	EUR	269.00	1935.00	1666.00
ACTION CT UNIT 1	ASHFORD MIDDLESEX	TW15 1XS	GB	EUR	223.71	1816.48	1592.77
ACTION CT UNIT 1	ASHFORD MIDDLESEX	TW15 1XS	GB	EUR	373.00	4138.00	3765.00
PO BOX 117	ASHFORD MIDDLESEX	TW15 1FQ	GB	EUR	113.00	264.00	151.00
PO BOX 117	ASHFORD MIDDLESEX	TW15 1FQ	GB	EUR	95.00	313.00	218.00
PO BOX 117	ASHFORD MIDDLESEX	TW15 1FQ	GB	EUR	91.00	294.00	203.00
				EUR Total	7595.77		
KEYWEST FL			USD	USD	217.00	944.00	727.00
KEYWEST FL			USD	USD	121.00	355.00	234.00
MIAMI FL			USD	USD	892.00	3407.00	2515.00
PMB 346			USD	USD	378.00	845.00	467.00
PMB 346			USD	USD	402.00	900.00	498.00
PMB 346			USD	USD	243.00	812.00	569.00
PMB 346			USD	USD	259.00	865.00	606.00
PO BOX 5940			USD	USD	185.00	391.00	206.00
PO BOX 831327			USD	USD	175.00 N/A		
PMB 346			USD	USD	479.00	1064.00	585.00
PMB 346			USD	USD	266.00	591.00	325.00
BOX 207			USD	USD	126.00	329.00	203.00
BOX 207			USD	USD	74.00	171.00	97.00
APT T4			USD	USD	308.00	2338.00	2030.00
APT T4			USD	USD	131.00	350.00	219.00
PO BOX 5940			USD	USD	300.00	660.00	360.00

Address 2	Address 3	Zip	Country	Currency	Rate	Amount Paid (Personal/ Members)	FULL PRICE DIFFERENCE
PO BOX 5940	MIAMI FL	33283	US	USD	958.00	2130.00	1172.00
PO BOX 5940	MIAMI FL	33283	US	USD	125.00	1049.00	924.00
	KEYWEST FL	33040	US	USD	725.00	N/A	
	KEYWEST FL	33040	US	USD	346.00	N/A	
	KEYWEST FL	33040	US	USD	335.00	1800.00	1465.00
	KEYWEST FL	33040	US	USD	228.00	416.00	188.00
	KEYWEST FL	33045	US	USD	82.78	171.00	88.22
PO BOX 2430	MIAMI FL	33186	US	USD	190.00	3917.00	3727.00
PMB 346	MIAMI FL	33186	US	USD	212.93	4172.00	3959.07
PMB 346	MIAMI FL	33186	US	USD	175.00	3421.00	3246.00
PMB 346	MIAMI FL	33186	US	USD	200.00	3644.00	3444.00
PO BOX 831327	MIAMI FL	33283	US	USD	354.00	N/A	
	KEYWEST FL	33040	US	USD	367.65	686.00	318.35
	MIAMI FL	33283	US	USD	493.00	1130.00	637.00
PO BOX 831327	HOUSTON TX	77257	US	USD	175.00	N/A	
PO BOX 572098	HOUSTON TX	77086	US	USD	335.00	1800.00	1465.00
	HOUSTON TX	77086	US	USD	250.00	N/A	
	HOUSTON TX	77086	US	USD	125.00	985.00	860.00
	HOUSTON TX	77086	US	USD	112.00	287.00	175.00
	HOUSTON TX	77086	US	USD	798.00	N/A	
	HOUSTON TX	77086	US	USD	838.00	N/A	
	HOUSTON TX	77086	US	USD	269.00	N/A	
	USD Total					31309.64	